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1-89-4

PATENT

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Title: PORTABLE OPERATING ENVIRONMENT FOR INFORMATION  
DEVICES  
Serial No.: 09/931,390  
Filed: August 14, 2001  
Atty Docket No.: 31840-510

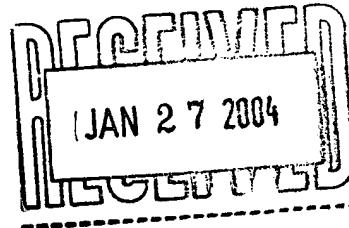
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JAN 27 2004

Technology Center 2100

## SUBSTITUTE POWER OF ATTORNEY AND STATEMENT UNDER 37 C.F.R. § 3.73(b)

Commissioner for Patents  
P.O. Box 1450  
Alexandria, Virginia 22313-1450



The undersigned, Twin Communications of America, Inc., the current owner of the above-identified patent application, hereby appoints:

Brook, Mitchell P. (Reg. No. 32,967)  
Pisano, Nicola A. (Reg. No. 34,408)  
Valencia, Raphael A. (Reg. No. 43,216)  
Martinez, Peter R. (Reg. No. 42,845)  
Hahn, Peter K. (Reg. 34,833)  
Heisey, David E. (Reg. No. 42,651)  
Luce, Forward, Hamilton & Scripps LLP  
11988 El Camino Real, Suite 200  
San Diego, California, 92130  
Telephone No.: (858) 720-6300  
Facsimile No.: (858) 720-6306

as its attorneys with full power of substitution and revocation, to prosecute said patent application, to register and to transact all business in the Patent and Trademark Office connected therewith as well as any corresponding continuations, continuations-in-part, divisions, reissues and foreign counterpart applications and patents relating thereto or resulting therefrom, and to receive any patents resulting therefrom.

All correspondence and telephonic communication should be directed to the attention of:

Mitchell P. Brook, Esq.  
Luce, Forward, Hamilton & Scripps LLP  
11988 El Camino Real, Suite 200  
San Diego, California 92130  
Telephone No.: (858) 720-6300  
Facsimile No.: (858) 720-6306

The undersigned, Twin Communications of America, Inc., the current owner of the above-identified patent application, hereby revokes all previous powers of attorney or authorizations of agent given in the above-identified patent application.

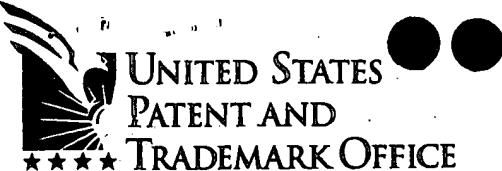
**STATEMENT UNDER 37 C.F.R. § 3.73(b)**

The undersigned, Twin Communications of America, Inc., is the assignee of the entire right, title and interest in the above-identified patent application by virtue of a chain of title from the inventors of said patent application to Transvirtual Technologies, Inc. (Attachment A) and from Transvirtual Technologies, Inc. to the current owner Twin Communications of America, Inc. (Attachment B).

Date: 11-04-03



Jin Yamagishi  
Vice President and CTO  
Twin Communications of America, Inc.



MARCH 05, 2002

PTAS

Chief Information Officer  
Washington, DC 20231  
[www.uspto.gov](http://www.uspto.gov)

SIERRA PATENT GROUP LTD.  
ANDREW V. SMITH  
P.O. BOX 6149  
STATELINE, NV 89449



\*101944851A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/08/2002

REEL/FRAME: 012439/0710  
NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNEE'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNEE:

WILKINSON, TIM

DOC DATE: 11/09/2001

ASSIGNEE:

MEHLITZ, PETER

DOC DATE: 11/09/2001

ASSIGNEE:

FADER, TONY

DOC DATE: 11/15/2001

ASSIGNEE:

TRANSVIRTUAL TECHNOLOGIES, INC.  
188 THE EMBARCADERO  
SAN FRANCISCO, CALIFORNIA 94105

SERIAL NUMBER: 09931390

FILING DATE: 08/14/2001  
ISSUE DATE:

PATENT NUMBER:

012439/0710 PAGE 2

SHARON LATIMER, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

01-14-2002

U.S. Department of Commerce  
Patent and Trademark Office

RE

101944851  
PATENTS ONLY

SET

1-8-02



To the Honorable Assistant Commissioner for Patents: Please record the attached original documents or copy thereof

## 1. Names of conveying parties

Tim Wilkinson

Peter Mehlitz

Tony Fader

Additional names (s) of conveying party(ies) attached ( ) yes (X) no

## 3. Nature of conveyance:

- ( X ) Assignment ( ) Merger  
 ( ) Security Agreement ( ) Change of Name  
 ( ) Other \_\_\_\_\_

Execution Date: Tim Wilkinson: November 9, 2001Peter Mehlitz: November 9, 2001Tony Fader: November 15, 2001

## 2. Name and address of receiving party

Name: Transvirtual Technologies, Inc.

Internal Address: \_\_\_\_\_

Street Address: 188 The EmbarcaderoCity: San Francisco State: CA Zip: 94105

Additional names (s) &amp; address(es) attached? ( ) Yes (X) No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of application is \_\_\_\_\_

## A. Patent Application No.(s)

09/931,390

## B. Patent No.(s)

|

|

Additional numbers attached? ( ) Yes (X) No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Andrew V. SmithInternal Address: Sierra Patent Group, Ltd.Address: P.O. Box 6149City: Stateline State: NV Zip: 894496. Total number of applications and patents involved: 17. Total fee (37CFR 3.41).....\$40.00

(X) Enclosed

( ) Authorized to be charged to deposit account

8. Deposit account Number: 50-0612

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Andrew V. Smith, Reg. No. 43,132

AVS11-21-01

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents 3

Mail documents to be recorded with required cover sheet information to:

Assistant Commissioner for Patents, Box Assignment, Washington, D.C. 20231

**ASSIGNMENT**

WHEREAS, we, Tim Wilkinson, a citizen of the United States, residing at 1125 Oxford Street, Berkeley, California 94707, Peter Mehlitz, a citizen of the United States, residing at 1725 Arlington Blvd, El Cerrito, California 94530, and Tony Fader, a citizen of the United States, residing at 524 – 37<sup>th</sup> Avenue, Santa Cruz, California 95062, hereinafter referred to as Assignors, have invented a "**PORTABLE OPERATING ENVIRONMENT FOR INFORMATION DEVICES**" for which we have executed application papers for a U.S. patent thereon, which was filed on August 14, 2001, serial No. 09/931,390; and

WHEREAS, Transvirtual Technologies, Inc., a corporation in the State of California, having a place of business at 188 The Embarcadero, San Francisco, California 94105, hereinafter referred to as Assignee, is desirous of acquiring the exclusive right, title and interest in and to said invention and in and to the Letters Patent to be granted and issued therefore in the United States of America and its territories and possessions, and all countries foreign thereto;

NOW, THEREFORE, for a valuable consideration, the receipt of which is hereby acknowledged, we, the Assignors, do sell, assign, transfer and set over unto said Assignee, its successors and assigns, the full and exclusive right, title and interest in and to said invention, and in and to any and all Letters Patent to be granted and issued therefor, not only for, to and in the United States of America, its territories and possessions, but also for, to and in all other countries including all priority rights under the International Convention; and we hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said Assignee, its successors and assigns, in accordance with this Assignment.

IN TESTIMONY WHEREOF, Assignors have hereunto signed his/her name to this assignment on the date indicated below.



Tim Wilkinson

11/9/01

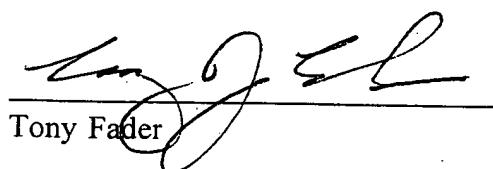
Date



Peter Mehlitz

11/9/01

Date



Tony Fader

11.15.01

Date

## **Exhibit A**

## **AGREEMENT**

This Agreement (together, with its Exhibits, "Agreement") is made and entered into by and between Twin Communications of America, Inc. ("Twin" or "Purchaser"), a corporation duly incorporated under the laws of California with its principal business address as set forth below on the signature page hereof, and Transvirtual Technologies, Inc., a California corporation (also referred to as "Transvirtual") with its principal business address as set forth below on the signature page hereof. Together, Purchaser and Transvirtual are the only parties to this Agreement, each a "party" and collectively "the parties."

Purchaser and Transvirtual agree as follows:

## **Exhibit B**

## **Section 2. Sale of Software, License of Tools, and Transfer of Know-How**

**2.1 Sale of Software and Delivery of Source Code to Purchaser.** Subject to this Agreement's terms and conditions, Transvirtual hereby sells to Purchaser the Software. Such sale includes any and all filed patents, patent applications, trade secrets, trademarks, and applications for trademarks associated with the Software, all of which, if any, are set forth in Exhibit C. All rights sold under this Section 2.1 shall be fully paid-up and royalty-free upon receipt of the payment set forth in Section 3.1. Upon receipt of the payments set forth in Section 3.1, Transvirtual will deliver to Purchaser its most current, complete and accurate copy of all Source Code ,Object Code and Tools for the Software.

**2.2 License Grant.** Subject to this Agreement's terms and conditions, Transvirtual hereby grants to Purchaser the following exclusive license throughout the worldwide free to: use, copy, reproduce, market, distribute (directly or indirectly through others), sub-license (directly and/or indirectly through others), make the assignment of any other third party, make derivatives of, and otherwise commercially exploit, the Tools. All rights granted in this Section 2.2 shall be fully paid-up and royalty-free upon receipt of the payment set forth in Section 3.1.

**2.3 Transfer of Know-How.** At or within three weeks the delivery of the Source Code for the respective Software to Purchaser as described in Section 2.1, at Transvirtual's cost and through a person familiar with the Software, Transvirtual shall conduct a tutorial to transfer the know-how associated therewith, consisting of not more than 24 hours of training in the methodology, architecture, and operation of the Software for one or more of Purchaser's engineers. Such training shall be at a mutually acceptable time and place and may occur after ordinary working hours on a basis acceptable to both parties. Purchaser personnel receiving such instruction shall be reasonably proficient in the computer programming skills necessary for Transvirtual to transfer the information so that a Purchaser engineer can create, modify and implement changes to the Software.

## **Section 5. Proprietary Rights**

**5.1 Enhancements.** Purchaser shall own all Software and all transferred intellectual property rights therein, any and all modifications, upgrades, adaptations, improvements and other enhancements to the Software that it (or other(s)) makes to the Software and shall have full rights to exploit same as it sees fit, without royalty or other payment to Transvirtual.

**THIS PAGE BLANK (USPTO)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by a duly authorized representative and acknowledge that they understand and agree to be bound by the terms and conditions of this Agreement.

April 24, 2003

**Transvirtual Technologies, Inc.**

P.O. Box 1330  
Alamo, CA 94507 USA

Name: Noboru Kosaka  
Title: Director, responsible for TVT asset  
transfer to Twin Communications  
of America Inc.

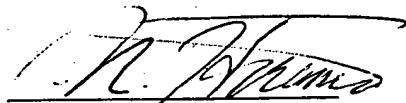
Signature: 

April 24, 2003

**Twin Communications of America, Inc.**

2010 N. First Street Suite 104  
San Jose, California 95131 USA

Name: Nobuharu Hiruma  
Title: CEO & President

Signature: 

## **Exhibit C**

### **Patents, Trademarks, Graphics, Applications etc.**

#### **Patents:**

Patents include the following one provisional patent six US patents and one PCT patent.

- 1. TRAS-500: Platform and Key Enabling Software for Information Devices and Net Appliances--**  
Expired Provisional. (US Application No. 60/225,569, Filed on 08/14/2000)
- 2. TRAS-510: Portable Operating Environment for Information Devices**  
US Application No. 09/931,390, Filed on 08/14/2001,  
Published on 07/11/2002, Published No. US-2002-0091800-A1
- 3. TRAS-520: Portable Operating Environment for Information Devices**  
US Application No. 09/931,648, Filed on 08/14/2001,  
Not published yet
- 4. TRAS-530: Portable Operating Environment for Information Devices**  
US Application No. 09/931,576, Filed on 08/14/2001,  
Published on 06/13/2002, Published No. US-2002-0070951-A1
- 5. TRAS-540: Portable Operating Environment for Information Devices**  
US Application No. 09/931,391, Filed on 08/14/2001,  
Published on 05/16/2002, Published No. US-2002-0057290-A1
- 6. TRAS-550: Portable Operating Environment for Information Devices**  
US Application No. 09/931,393, Filed on 08/14/2001,  
Published on 05/16/2002, Published No. US-2002-0057837-A1
- 7. TRAS-560: Portable Operating Environment for Information Devices**  
US Application No. 09/925,888, Filed on 08/14/2001,  
Published on 07/25/2002, Published No. US-2002-0099867-A1
- 8. TRAS-510PCT: Portable Operating Environment for Information Devices**  
US Application No.PCT/US01/25632, Filed on 08/14/2001,  
Published on 02/21/2002, Published No. W02/15004